

FBO ANNOUNCEMENT: COMBINED SYNOPSIS/SOLICITATION

ACTION CODE: <COMBINED>

CLASSIFICATION CODE: 66-Laboratory Equipment and supplies

SUBJECT: Lithium-Niobate Wave Guide Electro-Optic Phase Modulators.

SOLICITATION NUMBER: NB688000-16-04376

RESPONSE DATE: August 29, 2016

CONTACT POINTS: Dennis M. Fuentes, Contract Specialist 301-975-8088  
Jo-Lynn Davis, Contracting Officer 303-975-3764

DESCRIPTION:

THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN FAR SUBPART 12.6-STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS-AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTATIONS ARE BEING REQUESTED AND A SEPARATE WRITTEN SOLICITATION DOCUMENT WILL NOT BE ISSUED. THE SOLICITATION IS BEING ISSUED USING SIMPLIFIED ACQUISITION PROCEDURES

This solicitation is a Request for Quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC-89)

**1352.215-72 INQUIRIES (APR 2010)**

Offerors must submit all questions concerning this solicitation in writing to the contract specialist within seven (3) days of the posting. All responses to the questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(end of provision)

The associated North American Industrial Classification System (NAICS) code for this procurement is 334516 with a small business size standard of 1,000 employees. This requirement is being competed as a total small business set-aside.

\*\*\*The National Institute of Standards and Technology is seeking to purchase \*\* **Four (4) Lithium-Niobate Waveguide Electro-Optic Phase Modulators**\*\*\*

## **Background**

The NIST Time and Frequency Division maintains the standard for frequency and time interval for the United States, provides official time to the United States, and carries out a broad program of research and service activities in time and frequency metrology.

## **Minimum Requirements**

The system shall meet or exceed the technical specifications identified below. **All items must be new. Used or remanufactured equipment will not be considered for award. Experimental, prototype, or custom items will not be considered. The use of “gray market” components not authorized for sale in the U.S. by the proposer is not acceptable.** All line items shall be shipped in the original manufacturer’s packaging and include all original documentation and software, when applicable.

**Line Item 0001: Quantity of Four (4) Lithium-Niobate Waveguide Electro-Optic Phase Modulators, which meets or exceeds the technical specifications identified below:**

1. Lithium niobate phase modulator with 20 Gb/s bandwidth
2. No internal RF termination, External RF connector for termination purposes
3. RF connectors (2): Female SMA
4. 20 GHz modulation bandwidth
5. 1550 nm operating wavelength
6. FC/APC connectors, PM fiber at input and output, slow axis aligned to narrow key
7. < 3.5 dB insertion loss
8. < 3 V modulation port  $V_{\pi}$  at 1 GHz
9.  $S_{11}$  (0.13 to 25 GHz) < -10dB
10. Optical return loss > 45 dB
11. Polarization crosstalk < -20 dB
12. 4 Watt electrical power handling
13. Low  $V_{\pi}$ <3 V, external termination capability, and low insertion loss required for this experiment.

## **Inspection & Acceptance**

In addition to the inspection and acceptance terms articulated in 52.212-4, the Government reserves the right to perform such performance tests and evaluations as defined below to verify specified system performance. Such tests and evaluations, if performed, shall be conducted within the environment that the system is to be operated. The Contractor has the right to be present during the tests and evaluations, if performed, at the Contractor’s expense.

The Lithium-Niobate Waveguide Electro-Optic Phase Modulators will be visually inspected upon receipt by the technical point of contact (TPOC) for observable damages and flaws. If damages and/or flaws are observed, the Lithium-Niobate Waveguide Electro-Optic Phase Modulators will be returned to the vendor at the vendor’s sole expense. The TPOC will notify the vendor via email, within five (5) business days of observing the damage that the Lithium-Niobate Waveguide Electro-Optic Phase Modulators are being returned. If damages and/or flaws are not observed, the Lithium-Niobate Waveguide Electro-Optic Phase Modulators will be accepted. The TPOC will ensure the Lithium-Niobate Waveguide Electro-Optic Phase Modulators are fully operational and demonstrates operation to the minimum specifications set

forth in this document. If the Lithium-Niobate Waveguide Electro-Optic Phase Modulators fail to be fully operational and/or do not demonstrate operation to the minimum specifications, the Lithium-Niobate Waveguide Electro-Optic Phase Modulators will be returned to the vendor at the vendor's sole expense. The TPOC will notify the vendor via email, within five (5) business days of observing the damage that the laser mirrors are being returned.

### **Warranty**

The contractor shall warrant the items for a period of at least six (6) months. The warranty terms include standard terms and conditions from the seller.

### **Delivery**

Delivery shall be FOB Destination and shall occur NLT ten (10) weeks ARO.

FOB Destination means: The contractor shall pack and mark the shipment in conformance with carrier requirements, deliver the shipment in good order and condition to the point of delivery specified in the purchase order, be responsible for any loss of and/or damage to the goods occurring before receipt and acceptance of the shipment by the consignee at the delivery point specified in the purchase order; **and pay all charges to the specified point of delivery.** The contractor shall deliver all Line Items to:

The National Institute of Standards and Technology  
325 Broadway Blvd.  
Boulder, CO 80503

### **Payment Schedule**

The Contractor shall be paid, in accordance with Net 30-day payment terms, upon receipt and acceptance of a proper invoice for the entire purchase order, in accordance with the following schedule.

1. 100% after receipt and acceptance by the TPOC of items, AND
2. After all inspection and requirements set forth in this document have been met;

### **PROVISIONS AND CLAUSES:**

The following provisions and clauses apply to this acquisition and are hereby incorporated by reference. All FAR clauses may be viewed at <http://acquisition.gov/comp/far/index.html>

### **Provisions**

**52.204-7 – System for Award Management**

**52.204-16 – Commercial & Government Entity Code Reporting**

**52.204-17 – Ownership or Control of Offeror**

**52.204-18 – Commercial & Government Entity Code Maintenance**

**52.209-11 - Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law**

**52.212-1 – Instructions to Offerors-Commercial Items**

**52.212-3 – Offerors Representations and Certifications-Commercial Items**

**52.214-35 – Submission of Offers in U.S. Currency**

**52.225 -2 – Buy American Certificate**

**52.225-18- Place of Manufacture**

**52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)**

**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**Clauses**

**52.204-13 – System for Award Management**

**52.212-4 – Contract Terms and Conditions-Commercial Items**

**52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items**

**52.219-6 – Notice of Total Small Business Set Aside (June 2003) (15 U.S.C. 644)**

**52.219-28 - Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).**

**52.222-3 – Convict Labor (June 2003) (E.O. 11755)**

**52.222-19 – Child Labor – Cooperation with Authorities and Remedies (Jan 2014)(E.O. 13126)**

**52.222-21 – Prohibition of Segregated Facilities (Feb 1999)**

**52.222-26 – Equal Opportunity (Mar 2007) (E.O. 11246)**

**52.222-36 – Affirmative Action For Workers with Disabilities (Oct 2010) (29 U.S.C. 793)**

**52.222-50 – Combatting Trafficking in Persons (FEB 2009)(22 U.S.C.7104(g))**

**52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658(DEC 2014)**  
**52.233-3 – Protest After Award (AUG 1996) (31 U.S.C. 3553)**  
**52.233-4 – Applicable Law for Breach of Contract Claim**  
**52.223-18- Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)(E.O 13513)**  
**52.225-1 – Buy American Act – Supplies (Feb 2009) (41 U.S.C. 10a-10d)**  
**52.225-13 – Restrictions on Certain Foreign Purchases (June 2008)(E.O.’s, proclamations, and statues administered by the Office of Foreign Assets Control of the Department of the Treasury**  
**52.232-33 – Payment By Electronic Funds Transfer – System for Award Management (Jul 2013) 931 U.S.C. 3332)**  
**52.225-25 – Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representations and Certifications**  
**52.232-39 – Unenforceability of Unauthorized Obligations**  
**52.232-40 – Providing Accelerated Payments to Small Business Contractors**  
**52.247-35 – FOB Destination, within Consignee’s Premises**  
**52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)**

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

**Assurance by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)**

1) In accordance with Sections 543 and 544 of Public Law 112-55 Commerce, Justice, Science, and Related Agencies Appropriations Act 2012, Title V (General Provisions) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

2) By accepting this award or order, in writing or by performance, the offeror/contractor assures that-

a) The offeror/contractor is not a corporation convicted of a felony criminal violation under a Federal law within the preceding 24 months.

b) The offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of clause)

The following provisions and clauses apply to this acquisition and are hereby incorporated by reference. All CAR clauses may be viewed at <http://www.ecfr.gov>

1352.201-70 – Contracting Officers Authority  
1352.209-73 – Compliance with the Laws (APR 2010)  
1352.209-74 – Organizational Conflict of Interest  
1352.246-70 – Place of Acceptance

## **NIST LOCAL**

### **-04 Billing Instructions –**

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to [INVOICE@NIST.GOV](mailto:INVOICE@NIST.GOV).

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to: NIST: Accounts Payable Office 100 Bureau Drive, Mail Stop 1621 Gaithersburg, MD 20899-1621 (End of clause)

## **INSTRUCTIONS:**

### **System for Award Management, SAM**

In accordance with FAR 52.204-7, the awardee must be registered in the system for award management ([www.sam.gov](http://www.sam.gov)) prior to award. Refusal to register shall forfeit award.

### **Due Date for Quotations**

**Offerors shall submit their quotations so that NIST receives them not later than 12:00 PM Mountain Standard Time on August 29, 2016. FAX quotations shall not be accepted. E-mail quotations shall be accepted at [dennis.fuentes@nist.gov](mailto:dennis.fuentes@nist.gov). Please reference the RFQ number in the subject line of email communications. Offerors' quotations shall not be deemed received by the Government until the quotation is entered in the e-mail box set forth above.**

Quotations shall be sent to the National Institute of Standards and Technology, Acquisition Management Division, Attn: Dennis Fuentes, 323 Broadway Blvd, Boulder, CO 80503. All offerors should ensure the RFQ number is visible on the outermost packaging.

Because of heightened security, electronic delivery methods are the preferred method of delivery of quotes. If quotes are hand delivered, delivery shall be made on the actual due date through NIST Boulder Gate, and a 48 hour (excluding weekends and holidays) prior notice shall be provided to Dennis Fuentes, Contract Specialist on 303-497-5573.

### **Addendum to FAR 52.212-1, Quotation Preparation Instructions**

- 1) **Price Quotation:** The offeror shall submit one copy of their quote. The offeror shall propose a firm fixed-price, FOB Destination for each CLIN. Contractor shall state warranty coverage. Price quotations shall remain valid for a period of 90 days from the date quotations are due.
- 2) **Acceptance of Terms and Conditions:** This is an open-market solicitation for equipment as defined herein. The Government intends to award a Purchase Order as a result of this solicitation that will include the clauses set forth herein. The quotation shall include one of the following statements:

“The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition”

**OR**

“The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following: Offeror shall list exception(s) and rationale for the exception(s)”

**Note:** This procurement is not being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If an offeror submits a quotation based upon an FSS or GWAC contract, the Government will accept the quoted price. However, the terms and conditions stated herein will be included in any resultant Purchase Order, not the terms and conditions of the offeror's FSS or GWAC contract, and the statement required above shall be included in the quotation.

## QUOTATION EVALUATION:

### Evaluation Factors

Award shall be made to the offeror whose quotation is deemed technically acceptable and is lowest price. The Government will evaluate quotations based on the following evaluation criteria: 1) Technical Capability and 2) Price.

**1. Technical Capability: No prototypes, demonstration models, used or refurbished instruments will be considered.** Evaluation of technical capability shall be based on the information provided in the quotation. NIST will evaluate whether the offeror has demonstrated that its proposed equipment meets or exceeds all salient characteristics. Quotations that do not demonstrate the proposed equipment meets all requirements, will not be considered further for award. If an offeror does not indicate whether its proposed equipment meets a certain minimum requirement, NIST will determine that it does not.

2. Price: The Government will evaluate price for reasonableness.

### **1352.233-70 AGENCY PROTESTS (APR 2010)**

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:  
NIST/ACQUISITION MANAGEMENT DIVISION  
ATTN: Willard Zbaeren, CONTRACTING OFFICER  
325 Broadway Blvd.  
Boulder, CO 80503

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:  
NIST/ACQUISITION MANAGEMENT DIVISION  
ATTN: HEAD OF THE CONTRACTING OFFICE (HCO)  
100 Bureau Drive, MS 1640  
Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:  
U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858



**1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)**

- (a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
- (b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
- (c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of clause)